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WELLS  
FARGO

Legal Order Processing S3928-021  
P.O. Box 29779  
Phoenix, AZ 85038  
(800) 922-4684

December 05, 2012

Us Marshall  
Us Marshall  
U.S. Courthouse, 300 Las Vegas Blvd, Rm 448  
Las Vegas, NV 89101

Your Reference No: 209CV01831KJDPAL

Dear Us Marshall

We are in receipt of your legal document(s) related to the above referenced matter. Attached you will find our response.

Thank you.

Legal Order Processing  
Wells Fargo Bank, N.A.

Enclosure

WF Case No: 111993712

111993712  
REQU

1 CHRISTENSEN JAMES & MARTIN  
 2 Kevin B. Christensen, Esq.  
 3 Nevada Bar No. 000175  
 4 Daryl E. Martin, Esq.  
 5 Nevada Bar No. 006735  
 6 Wesley J. Smith, Esq.  
 7 Nevada Bar No. 011871  
 8 7440 W. Sahara Ave.  
 9 Las Vegas, NV 89117  
 Tel.: (702) 255-1718  
 Facsimile: (702) 255-0871  
*Attorneys for Plaintiffs*

## UNITED STATES DISTRICT COURT

## DISTRICT OF NEVADA

10 EMPLOYEE PAINTERS TRUST; PAINTERS  
 VACATION TRUST; PAINTERS JOINT  
 COMMITTEE; PAINTERS JOINT  
 APPRENTICESHIP TRAINING COMMITTEE;  
 PAINTERS INDUSTRY PROMOTION FUND;  
 PAINTERS JOINT COMMITTEE INDUSTRY  
 PROMOTION FUND; PAINTERS ORGANIZING  
 FUND; PAINTERS LABOR MANAGEMENT  
 COOPERATION COMMITTEE; PAINTERS  
 LABOR MANAGEMENT COOPERATION  
 INCENTIVE; PAINTERS HEALTH AND  
 SAFETY AND UPGRADE TRAINING AWARD  
 PROGRAM, each acting by and through their  
 designated fiduciaries John Smirk and/or Thomas  
 Pfundstein; and the INTERNATIONAL UNION  
 OF PAINTERS AND ALLIED TRADES  
 INDUSTRY PENSION TRUST FUND, acting by  
 and through its designated fiduciary Gary J.  
 Meyers,

Case No.: 2:09-CV-01831-KJD-PAL

WRIT OF GARNISHMENT

20 Plaintiffs,  
 21 v.  
 22 RIGGIO BROTHERS CONSTRUCTION, INC., a  
 Nevada corporation; OAKVIEW  
 23 CONSTRUCTION, INC., an Iowa corporation;  
 DUNRITE CONSTRUCTION, INC., a Nevada  
 24 corporation; RAFAEL CONSTRUCTION, INC., a  
 Nevada corporation; TRADE WEST  
 25 CONSTRUCTION, INC., a Nevada corporation;  
 FIRST NATIONAL INSURANCE COMPANY  
 26 OF AMERICA, a Washington corporation; JOHN  
 DOES I-XX, inclusive; ROE ENTITIES I-XX  
 27 inclusive,

Rosella Garcia  
 Branch Manager  
 006856  
 Date 11-30-12  
 Time  
 How Served 10:00  
 Person

28 Defendants.

DEC 03 2012  
85.00

1  
2 To: Wells Fargo Bank, NA,:  
3

4 YOU ARE HEREBY NOTIFIED that you are attached as garnishee in the above-entitled  
5 action and you are commanded not to pay any debt due from yourself to the said, Oakview  
6 Construction Inc., defendants, and that you must retain possession and control of all personal  
7 property, money, credits, debts, and effects and choses in action of said defendants, or any of  
8 them in order that the same may be dealt with according to law: where the amount you should  
9 retain shall be used in accordance with 15 U.S.C 1673 and Nevada Revised Statutes 31.295.  
10 Plaintiffs are informed that Oakview has accounts at Wells Fargo, including but not limited to  
accounts #1635789116 and #5586545435. *See Exhibit 1.*

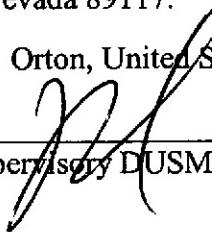
11 YOU ARE REQUIRED to answer the interrogatories attached hereto within twenty days  
12 from date of such service. Plaintiff states that he/she has good reason to believe, and does  
13 believe that you have property, money, goods, and chattels, credits, or effects, in your hands and  
14 under your custody and control belonging to said defendants of value of \$52,010.62. In case of  
15 your failure within the time afore said to answer the interrogatories, a judgment by default in the  
16 amount demanded may be entered against you.

17 YOU ARE FURTHER REQUIRED to serve a copy of your answers to the Writ of  
18 Garnishment on Plaintiffs' attorney whose address appears below. Any checks issued in relation  
19 to this case shall be made payable to: **Christensen James & Martin** and shall be delivered to  
20 Wesley J. Smith, Esq. at 7440 W Sahara Ave., Las Vegas, Nevada 89117.

21 CHRISTENSEN JAMES & MARTIN

22 By: /s/ Wesley Smith 11/14/12  
Wesley J. Smith, Esq. Date

Gary D. Orton, United States Marshal

By:   
Supervisory DUSM Date

1           INTERROGATORIES TO BE ANSWERED BY THE GARNISHEE UNDER OATH

2       1. Are you in any manner indebted to the Defendant(s) **Oakview Construction Inc.**, either  
3       in property or money, and is the debt now due? If not due, when is the debt to become due? State  
4       fully all particulars:

5       ANSWER: no

6       7       8       2. Are you an employer of one of the Defendant(s)? If so, state the length of your pay period  
9       and the amount each Defendant presently earns during a pay period.

10     11     12     13      ANSWER: no

14     15     16      3. Did you have in your possession, in your charge or under your control, on the date the  
WRIT OF GARNISHMENT was served upon you any money, property, effects, goods, chattels,  
rights, credits or choses in the action of the Defendant(s), or any of them, or in which  
Defendant(s) is/are interested? If so, state its value and state fully all particulars.

17     18     19     20      **Account Closed**

ANSWER: \_\_\_\_\_

21     22     23      4. Do you know of any debts owing to the Defendant(s), whether due or not due, or any  
money, property, effects, goods, chattels, rights, credits or choses in action, belonging to the  
Defendant(s), or any of them, or in which Defendant(s) is/are interested, and now in possession  
or under the control of others? If so, state particulars.

24     25     26     27      ANSWER: no

28      ///

5. State your correct name and address, or the name and address of your attorney upon whom written notice of further proceedings in this action may be served.

**ANSWER:**

6. NOTE: If an employer, without legal justification, refuses to withhold the earnings of a Defendant demanded in a WRIT OF GARNISHMENT or knowingly misrepresents the earnings of the Defendant(s), the Court shall order the employer to pay the Plaintiff the amount of arrearages caused by the employer's refusal to withhold or his misrepresentation of the Defendant's earnings. In addition, the Court may order the employer to pay the Plaintiff punitive damages in an amount not to exceed \$1,000 for each pay period in which the employer has, without legal justification, refused to withhold the Defendant's earnings or has misrepresented the earnings.

I *Yulayork* DEC 07 2012 do solemnly swear and affirm that the answers to the foregoing interrogatories are true and correct.

State of Nevada      )  
                        ) ss.  
County of Clark      )

**WELLS FARGO BANK**  
**LEVY PROCESSING**  
MAC S3928-021  
PO BOX 29779  
PHOENIX, AZ 85038  
PHONE: 480-724-2000  
FAX: 866-670-1561

Subscribed and sworn to before me this day of DEC 07 2018

Notary Public

